

This instrument prepared in consultation with counsel in the state in which the Mortgaged Property is located by the attorney described below and after recording return to:

~~Cahill Gordon & Reindel LLP
80 Pine Street, 17th Floor
New York, NY 10005
Attention: Athy A. O'Keefe, Esq.~~

First American Title Insurance Company
National Commercial Services
One Oxford Centre, Suite 4235
301 Grant Street
Pittsburgh, PA 15219

NC- 682493-17 -P.U

To be recorded in:
IL, Cook County
Site: 288

FIRST AMENDMENT TO FIRST LIEN MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING

THIS FIRST AMENDMENT TO FIRST LIEN MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING (this "Mortgage Amendment") is made this 13th day of October, 2014, (the "Effective Date"), by BURLINGTON COAT FACTORY REALTY OF RIVER OAKS, INC., an Illinois corporation ("Mortgagor") with an address at 1830 Route 130 North, Burlington, NJ 08016 for the benefit of JPMORGAN CHASE BANK, N.A., whose address is 270 Park Ave, New York, NY 10017, as Collateral Agent for its own benefit and the benefit of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Mortgagee"). Capitalized terms used in this Mortgage Amendment shall have the same meanings as in the Existing Mortgage (as defined below) unless otherwise defined in this Mortgage Amendment.

RECITALS:

A. Mortgagor previously executed and delivered to Mortgagee that certain First Lien Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of May 25, 2011, and recorded on June 9, 2011, as document number 1116029060 in the Official Records of the County of Cook, State of Illinois encumbering the Mortgaged Property, including certain Land, Improvements and Fixtures located in the aforesaid state and county, which Land is more particularly described in Exhibit A (the "Existing Mortgage").

B. The Existing Mortgage secures all Obligations, including without limitation those under that certain Credit Agreement dated as of February 24, 2011 (the "Original Credit Agreement"), as amended by that Amendment No. 1 dated as of May 16, 2012 ("Amendment No. 1"), as amended by that certain Amendment No. 2 dated as of February 15, 2013 ("Amendment No. 2"), as further amended by that certain Amendment No. 3 dated as of May 17, 2013 ("Amendment No. 3"; the Original Credit Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, the "Existing Credit Agreement"), as either the Obligations or the Credit Agreement may be amended, modified, supplemented or restated and in effect from time to time, with or without record notice of such amendment, modification, supplementation or restatement.

C. Borrower and Mortgagee have amended the Existing Credit Agreement pursuant to the terms and conditions of that certain Amendment No. 4 dated as of August 13, 2014, among Burlington Coat Factory Warehouse Corporation, a Delaware corporation ("Borrower"), the several banks

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and other financial institutions or entities from time to time party thereto (“Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent and the other parties thereto (the “Credit Agreement Amendment”). The Credit Agreement Amendment amends the Existing Credit Agreement on the terms set forth therein to, among other things (a) permit the outstanding Term B-2 Loans (as defined in the Credit Agreement Amendment) to be converted into a like principal amount of Term B-3 Loans (as defined in the Credit Agreement Amendment), (b) permit the Additional Term B-3 Lender (as defined in the Credit Agreement Amendment) to make a Term B-3 Loan pursuant to the Additional Term B-3 Commitment (as defined in the Credit Agreement Amendment) in a principal amount equal to \$1,200,000,000.00, the proceeds of which shall be applied to repay in full such Non-Converted Term B-2 Loans (as defined in the Credit Agreement Amendment), (c) extend the maturity date and (d) make certain other modifications as set forth therein.

D. Mortgagor and Mortgagee desire to, among other things, give notice of the amendment to the Existing Credit Agreement reflected in the Credit Agreement Amendment and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Mortgage Amendment.

E. The Indebtedness consisting of the Obligations is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Obligations except pursuant to the Credit Agreement Amendment.

A G R E E M E N T :

NOW, THEREFORE, Mortgagor and Mortgagee agree and give notice as follows.

1. *Amendments.* The Existing Mortgage is hereby amended as follows:

1.1. *Definition of “Credit Agreement.”* Whenever referred to herein or in the Existing Mortgage, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendment, as the Credit Agreement may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes; which term shall also include and refer to any increase in the amount of Indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or Lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Collateral Agent’s acknowledgment of the termination of such agreement or successor agreements).

1.2. *Definition of “Mortgage”* Whenever referred to herein or in the Existing Mortgage, “Mortgage” shall mean the Existing Mortgage as amended by this Mortgage Amendment, as the same may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes or restructuring, refunding, refinancing or increasing the Obligations under such agreement or successor agreements. Any future amendment, amendment and restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

1.3. *Definition of “Obligations.”* Whenever referred to herein or in the Existing Mortgage, “Obligations” shall mean the Obligations, as defined in the Existing Mortgage, as amend-

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ed and modified by the Credit Agreement Amendment, and as the same may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time if and when the Credit Agreement is further amended, amended and restated, waived, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or restructuring, refinancing or increasing the Indebtedness or altering the Obligations under such agreement or successor agreement.

1.4. *Secured Amount.* Section 10.2 of the Existing Mortgage is hereby amended by deleting the reference to "\$1,150,000,000.00" and replacing it with "\$1,600,000,000.00."

2. *Taxes.* Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Mortgage Amendment, including all taxes, penalties, and interest for the foregoing.

3. *Confirmation and Ratification of Existing Mortgage.* Except as modified by this Mortgage Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage, the Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Mortgage Amendment or the Credit Agreement Amendment. Nothing in this Mortgage Amendment is intended to waive any rights or remedies of Mortgagee under the Existing Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Existing Mortgage. The Existing Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Mortgage Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property.

4. *No Change in Mortgage Priority.*

4.1. *Definition: Junior Lien Claimant.* A "~~Junior Lien Claimant~~" means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Existing Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

4.2. *Change to Obligations.* The Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a "Change"). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Obligations; and/or (v) modifications or additional amounts advanced with respect to the Obligations.

4.3. *Effect of Change(s).* The Existing Mortgage (as amended by this Mortgage Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the Obligations, with the same priority of lien as the Existing Mortgage, even if the Obligations are subject to Change, whether or not: (a) any notice is recorded with respect to such Change; (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Obligations or otherwise adversely affects Junior Lien Claimants; or (c) Mortgagor executes or delivers new or additional note(s) to evidence or confirm such Change. The execution and delivery of this Mortgage

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Amendment, or of any subsequent or prior (if any) amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage. The Obligations (taking into account the effect of the Change) shall continue to be secured by the Mortgage, with the same priority of lien, even if any such Change occurs.

4.4. *Notice to Junior Lien Claimants.* The Existing Mortgage provided, and gave full record notice to all potential Junior Lien Claimants, that the Mortgage was intended to secure the Obligations arising not only under the Credit Agreement as originally executed and delivered, but also under any amendments, modifications, supplements or restatements of the Credit Agreement. Any of the foregoing could potentially include modifications that could increase the amount of the Obligations, increase the interest rate of the Obligations, or otherwise adversely affect Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that the Obligations are subject to Change(s). By taking or accepting its interest in the Mortgaged Property subject to the Mortgage, every Junior Lien Claimant understands, acknowledges, and agrees that the priority and validity of the lien of the Mortgage shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any Obligation, or otherwise impair or reduce the priority of the lien of the Mortgage.

4.5. *Interaction with Loan Documents.* The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit, or waive any restrictions or prohibitions on transfers (including restrictions or prohibitions on junior liens) set forth in the Loan Documents.

5. *Credit Agreement Amendment.* The parties hereby give notice that the Existing Credit Agreement has been amended, modified and supplemented pursuant to the Credit Agreement Amendment.

6. *Future Amendments.* The Existing Mortgage, as amended by this Mortgage Amendment, cannot be altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Existing Mortgage. Any amendment of the Loan Documents or of the Obligations may or may not be recorded. All Junior Lien Claimants are hereby placed on notice of the possibility that the Loan Documents or the Obligations may be amended but any such amendment may or may not be placed of record. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation. Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of the Obligations that occurs before or after the recording of their lien. By accepting their interest in the Mortgaged Property, Junior Lien Claimants acknowledge and consent to the foregoing.

7. *Effect of Amendment.* Except as, and to the extent, specifically modified or amended by this Mortgage Amendment, the Existing Mortgage is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Mortgage Amendment, the original terms of the Loan Documents and Existing Mortgage shall be severable from this Mortgage Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Mortgagee over any party that existed before the Effective Date shall remain in effect after the Effective Date.

8. *GOVERNING LAW.* THIS MORTGAGE AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE EXISTING MORTGAGE.

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9. Counterparts. This Mortgage Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Mortgage Amendment as of the Effective Date. This Mortgage Amendment may be executed in counterparts.

MORTGAGOR:

BURLINGTON COAT FACTORY REALTY OF RIVER OAKS, INC., an Illinois corporation

By: [Signature]

Name: Robert LaPenta

Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) SS

I, Patricia A. Rose, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert LaPenta personally known to me to be the Vice President of BURLINGTON COAT FACTORY REALTY OF RIVER OAKS, INC., an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed and delivered the said instrument as Vice President of said corporation, pursuant to authority given by the Vice President of said corporation, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of October, 2014.

[Signature]
Notary Public

My Commission Expires:

PATRICIA A. ROSE
A Notary Public of New Jersey
My commission expires **FEBRUARY 7, 2019**

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Mortgage Amendment as of the Effective Date. This Mortgage Amendment may be executed in counterparts.

MORTGAGEE

JPMORGAN CHASE BANK, N.A.,

By: 

Name: Kennedy A. Capin

Title: Authorized Officer


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ACKNOWLEDGMENT

STATE OF New York)
) SS
COUNTY OF New York)

I, Robert Ortega, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kennedy A Capin personally known to me to be the Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as Authorized Officer of said national banking association, pursuant to authority given by the Authorized Officer of said national banking association, as his/her own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1 day of October 2014.


Notary Public

My Commission Expires:
7/11/2015

ROBERT ORTEGA
Notary Public, State of New York
Registration #01OR6244600
Qualified in New York County
Commission Expires July 11, 2015

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EXHIBIT A

Legal Description

All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

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Legal Description of Premises:

PARCEL 1:

LOT 1 AND THE SOUTHWESTERLY 1.04 FEET OF LOT 2 IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES, 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50 FEET; THENCE NORTH 64 DEGREES, 45 MINUTES, 26 SECONDS WEST A DISTANCE OF 93 FEET; THENCE SOUTH 25 DEGREES, 14 MINUTES, 34 SECONDS WEST A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST A DISTANCE OF 5.61 FEET TO AN ANGLE POINT ON SAID LOT 1; THENCE NORTH 25 DEGREES, 14 MINUTES, 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 64 DEGREES, 45 MINUTES, 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PART OF OUTLOT A IN THE LANDINGS PLANNED UNIT DEVELOPMENT BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES, 45 MINUTES, 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 7 FEET; THENCE SOUTH 25 DEGREES, 14 MINUTES, 34 SECONDS WEST A DISTANCE OF 180 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES, 45 MINUTES, 26 SECONDS EAST ON A LINE OF SAID LOT 1 A DISTANCE OF 7 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES, 14 MINUTES, 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087 AND AS CREATED BY DEED RECORDED OCTOBER 15, 1985 AS DOCUMENT 85235391 AND AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED AS DOCUMENT 85329731, AWARDED BY SECOND AMENDMENT AS DOCUMENT 88103519, AND THIRD AMENDMENT AS DOCUMENT 00331108, OVER AND ACROSS COMMON AREA AS SUCH IS DEFINED AND LIMITED THEREIN.

Note: For informational purposes only, the land is known as:

16895 South Torrence Avenue
Lansing, IL

PIN Numbers: **30-19-300-012, 30-19-300-013, 30-19-300-039**